



GENERAL TERMS & CONDITIONS OF PURCHASE

1. This Order becomes a binding contract on the terms set forth herein when it is accepted by the Seller, either by acknowledgement or the commencement of performance hereof. No revision to this Order shall be valid unless it is made in writing and signed by the authorized representative of the Buyer and no conditions stated by the Seller while accepting or acknowledging this Order shall be binding upon the Buyer unless expressly accepted in writing by the Buyer.
2. Specifications referred to on the face of this Order shall be deemed to be an integral part hereof as if fully set herein. The word goods as used in this Order means and includes material, supplies, articles, equipment, structures, work or service covered by this Order.
3. The Seller expressly warrants (in addition to all conditions and warranties implied by law) that all goods shall conform to the descriptions and specifications herein provided, shall be of good material and workmanship, merchantable, adapted for the purpose for which they are intended and free from any defects and that their sale or use does not infringe any, Indian or International, patent, registered design, trademark or trade name.
4. Unless otherwise specified, the Seller hereby guarantees all goods supplied towards workmanship, materials, performance etc. for a period of 18 months from the date of delivery.
5. Rights and obligations under this Order are not to be assigned by either party without the consent of the other, provided that the Buyer shall be entitled to assign such rights & liabilities to any of its Associated Companies at its option.
6. Unless otherwise specified, acceptance of any of the goods shall not discharge the Seller from liability for damages or other Legal remedy for any breach of any condition or warranty contained herein or implied by law, and if after accepting the goods or any of them any discrepancies or defects therein, either in material or workmanship or otherwise, become known to the Buyer and such defect amounts to a breach of any condition or warranty contained herein or implied by law, the Buyer shall within three weeks after delivery, notify the Seller of such defects and shall (in addition to any rights or remedies that the Buyer may possess) be entitled to reject the defective goods.
7. After notifications of rejection have been dispatched, the goods not accepted shall and will remain in the Buyer's premises or other premises under the Buyer's control on the account and sole risk of the Seller and if the Seller does not furnish disposal instruction within a reasonable period of time not exceeding four weeks from the date of such notice of rejection, the Buyer may, if he thinks fit, either return the goods to the Seller or sell the said goods either publicly or privately at such price or prices as may be obtainable for the same at the sole risk of the Seller, holding the Seller liable to refund the price in the case the goods are already paid for and for all expenses in case of credit transactions. The cost of freight and all other taxes/ charges incurred or paid by the Buyer in respect of rejected goods will be payable by the Seller to the Buyer on demand.
8. Loss on account of any breakage, damage and pilferage in transit due to faulty packing or for any other reason whatsoever, shall be borne by the Seller.
9. Seller to obtain road permit wherever required from the buyer before dispatch of material. In case of dispatches made without road permit, the charges/penalty levied by government authority shall be borne by the seller.
10. Unless otherwise specified, the Seller shall inform the Buyer, prior to despatch, the complete despatch details of the respective goods in order to enable Buyer to make necessary arrangements for insurance
11. In case of non- performance of the contract, of delivery of goods in time, the Buyer shall be free to purchase the goods from elsewhere and at its sole discretion may recover the cost & incidental charges incurred on such purchase from the Seller.
12. The Buyer reserves the right to cancel this Order or any part thereof.
13. The Buyer shall be entitled to rescind the contract wholly or in part, if delivery of the goods is not made in accordance with the terms of the contract.
14. The quantity of goods delivered by the Seller, must not exceed that as indicated on the face of the Order. The Buyer assumes no obligation in relation to any goods delivered in excess of those specially ordered.
15. The Seller's acceptance of this Order shall constitute a warrant to the Buyer that the prices specified do not exceed any applicable maximum selling price. The Seller agrees that in the event of the Government of India, pursuant to any applicable legislation or by valid order, rule or regulation issued thereunder, shall establish a maximum price for any of the goods covered by this Order which is lower than the prices stated herein, the price to be paid hereunder effected to such goods shall be such maximum price in effect as of the date of delivery of such goods. The establishment of any such selling price shall not otherwise affect the right of the parties hereunder nor shall it constitute a cause for termination or avoidance of this Order by either of the parties hereto.
16. The Seller shall be under no liability for failure to deliver and Buyer from failure to accept deliveries of the goods hereunder or any part thereof when such failure is due to Act of God, state's enemies, fire, earthquake, floods, strike, lockouts, riots or any other causes whatsoever that lies beyond the control of the Seller or the Buyer as the case may be.
17. The Seller shall indemnify the Buyer from all claims for injury that may be caused to any person by any act of the Seller or of his agents or servants whether employed by him or not, while in the Buyer's premises and in respect of any other damage that may be caused to any plant, machinery, equipment or property of the Buyer in the course of delivery of the goods.
18. The Seller undertakes to refund the Buyer all money recovered by the Seller from the Government authorities for which he has been paid by the Buyer.
19. The parties agree that, unless otherwise specified by the Buyer, this Order shall be subject to the jurisdiction of the Courts located in Mumbai.
20. If for the contractual work/goods/services the Buyer furnishes the Seller with any drawings, discs, documents etc. or these are made by the Seller themselves, the same shall be kept strictly confidential by the Seller and shall be used by them only for the contractual work. On demand by the Buyer at any time or on completion of the contractual work, such drawings, discs, documents etc. shall be returned forthwith by the Seller to the Buyer. The Seller shall under no circumstances, allow such drawings, discs, documents, etc. made in connection the work performed under this Order to be used by a third party. Without prior written permission from Buyer, the Seller shall not make supplies of the articles made with the help of these drawings, etc. to any party other than the Buyer.
21. All disputes arising in connection with this order shall be finally settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 by an arbitrator to be appointed by mutual consent. The venue of Arbitration shall, unless otherwise specified by the buyer, be Mumbai. The arbitration shall be held in English. The award of the arbitration shall be final and binding upon the parties.
22. Notwithstanding anything contained hereinabove, in the event of an inconsistency between these general terms & conditions and any specific term that may form part of this Order issued by the Buyer, the said specific terms of the order shall prevail.